

MEMORANDUM
POLICE DEPARTMENT

TO: Thomas Thomas, City Manager

SUBJECT: RIHA Contract Renewal

NUMBER: 14-56

RE: Revised - expiration date

Date: 11/11/14

For several years, the Rock Island Police Department and the Rock Island Housing Authority have entered into a contractual partnership wherein the Rock Island Housing Authority reimburses the City of Rock Island for the cost of one officer to patrol Housing Authority properties.

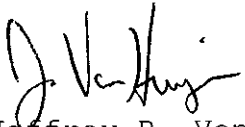
The previous contract with the Housing Authority is expired. The contract has also been updated to identify / include newly developed Housing Authority properties.

The contract document was reviewed and approved by the Rock Island Housing Authority. The City Attorney has also reviewed and approved the proposed contract.

The new contract will be for a one year period, expiring on September 30th, 2015.

RECOMMENDATION:

It is recommended that Council approve the contract with the Rock Island Housing Authority for a one year period expiring on September 30th, 2015 and authorize the City Manager to sign the attached contract document.


SUBMITTED BY: Jeffrey R. VenHuizen
Chief of Police

APPROVED: Thomas Thomas
City Manager

CONTRACT FOR THE PROVISION OF SUPPLEMENTAL POLICE SERVICES

BETWEEN

CITY OF ROCK ISLAND, ILLINOIS

AND THE

HOUSING AUTHORITY OF THE CITY OF ROCK ISLAND

This Contract, made and entered into this 1st day of October 2014 by and between the Housing Authority of the City of Rock Island, Illinois, (hereinafter called the "Authority") and the City of Rock Island, Illinois, (hereinafter called the "City") is for the provision of supplemental police services at the Authority's seven assisted or subsidized housing developments known as Spencer Towers, Sunset Heights, Lincoln Homes, Cascade Garden, 3rd & 11th Street Townhomes, Lynden Lane, and Douglas Park Place.

WHEREAS, the Authority desires to contract the City for supplemental police services within subsidized housing communities to create a drug and crime free environment and to provide for the safety and protection of the residents in its housing communities; and

WHEREAS, the City, by and through its police department, desires to assist in the effort by providing effective police services at all Authority locations;

NOW, THEREFORE, the Authority and the City agree as follows:

ARTICLE I

Scope of Services

SECTION 1: SERVICES PROVIDED BY THE CITY

1. The City agrees to assign one (1) sworn police officer, selected by the Chief of Police, to work a schedule in accordance with existing contracts between the City of Rock Island and the Fraternal Order of Police. The Chief of Police shall be responsible for the scheduling and deployment of personnel to Spencer Towers, Sunset Heights, Lincoln Homes, Cascade Garden, 3rd & 11th Street Townhomes, Lynden Lane, and Douglas Park Place based upon criminal information, criminal intelligence and statistical data. The City agrees that the services provided under this Contract, and specifically the one officer designated above shall supplement the level of police services generally available to public housing neighborhoods and the community at large.

2. The City agrees to provide a Watch Commander to coordinate and monitor adherence to this contract.
3. The City agrees that the officer assigned will employ a community policing concept and that the police department will use its Crime Prevention and Community Policing programs to assist the residents Spencer Towers, Sunset Heights, Lincoln Homes, Cascade Garden, 3rd & 11th Street Townhomes, Lynden Lane, and Douglas Park Place in forming crime prevention programs. The community policing concept shall assist in developing, organizing, and implementing community involvement activities and crime prevention programs targeted at reducing the opportunity for crime to occur.
4. The City agrees to provide the Authority's Program Manager the following reports on a weekly basis; Officer's Daily Activity Report, Incident Listing Report, and all related offense and arrest reports.
5. The City agrees that while performing under this contract, the officer's primary responsibility shall be that of patrolling and community policing (i.e. extensive use of foot patrol, interaction with residents, introductions to new residents, participation in youth activities, etc.) and handling calls for service at Spencer Towers, Sunset Heights, Lincoln Homes, Cascade Garden, 3rd & 11th Street Townhomes, Lynden Lane, and Douglas Park Place. However, the officer shall respond to emergency calls outside of the designated Housing Communities when directed by the Watch Commander. The officer shall also respond to calls of Officer(s) Needing Assistance when appropriate.
6. Calls for service on the designated Housing Authority properties shall be handled by the Housing Officer when he/she is available. Should the Housing Officer be engaged in handling a call for service or a Housing Authority activity (dance, talent show, tenant meetings, etc.) the call shall be handled by the assigned beat officer. If the call is of a non-emergency nature, and in the opinion of the watch commander can be reasonably and safely addressed by the Housing Officer upon completion of his current activity, then it will be handled by the Housing Officer upon completion of his/her current activity. All emergency calls for service will be dispatched and handled according to existing Department policies.
7. The City agrees to provide all vehicles, radios, uniforms, and other necessary equipment to make the assignment effective, excluding that equipment which the Authority has agreed to provide.
8. The City agrees to monitor the performance of each officer servicing under this contract. Written documented observations of the Housing Authority staff and residents may be considered during this evaluation process.
9. The City shall assume the responsibility for direct compensation to the officer for any benefit compensation including worker's compensation insurance.

10. The City agrees to indemnify and hold harmless the Authority and its employees from and against all claims for personal injuries or property damage to the City employees and City-owned property used to perform this contract.
11. The City agrees to have intact insurance coverage that covers the City's employees against acts of residents, and it shall cover the employees while in the buildings and on the grounds of the Authority for all claims against the City or the Authority during the performance of this contract.
12. The City agrees to maintain adequate lighting on city streets surrounding Authority property, pursuant to City Lights Policies.
13. The City agrees to provide the training to the residents in community policing and crime prevention issues associated with subsidized housing, based upon written requests from the Program Manager, with a minimum of (2) two weeks notice.
14. The Housing Officer will be assigned to the second watch. However, his/her hours may be flexed in accordance with the labor contract between the F.O.P. and the City of Rock Island, based upon a request from the Program Manager, and approved by the Chief of Police. The labor contract indicates that 24 hour notice must be given prior to hours being flexed.

SECTION 2: SERVICES PROVIDED BY THE AUTHORITY

1. The Authority agrees to provide the City with a complete set of Authority rules and regulations pertaining to admissions and continued occupancy and to provide any updates, amendments, revisions, and/or modifications to those rules and regulations within five days of any such updates, amendments, revisions, and/or modifications.
2. The Authority agrees to permit vacant units located in Spencer Towers, Sunset Heights, Lincoln Homes, Cascade Garden, 3rd & 11th Street Townhomes, Lynden Lane, and Douglas Park Place to be used in the conduct of undercover operations in order to develop information on illegal activities.
3. The Authority agrees to schedule the use of the units on an individual request basis and to hold in strictest confidence the operations associated with these units.
4. The Authority agrees to supply the Officer an updated and/or revised list of individuals banned from Authority property. In the event a person is removed from a Housing Authority Property based upon the list of banned persons provided to the City, and it is later discovered that the removed person was erroneously listed as banned, the Housing Authority agrees to indemnify and hold harmless the City from any cause of action resulting from any alleged wrongful removal of the person from Housing Authority Property.
5. The Authority agrees to maintain proper lighting of both interior and exterior lighting at Spencer Towers, Sunset Heights, Lincoln Homes, Cascade Garden, 3rd & 11th Street Townhomes, Lynden Lane, and Douglas Park Place. Any lights reported out by the Officer shall be replaced by the Authority as soon as reasonably possible.

6. The Authority agrees to make an effort to evict those persons who frequently violate the Authority's rules, regulation, or leases. The Authority further agrees to promptly notify the officers of court ordered evictions and the effective dates thereof.
7. The Authority agrees to make available a maintenance employee who can be contacted by telephone or pager by the police department after Authority working hours to secure the property when necessary.

ARTICLE II

Enforcement of Rules and Regulations

1. The City, through its police officers, is hereby empowered to enforce the following:

Authority rules and regulations:

1. Unauthorized visitors in unoccupied structures shall be removed.
2. Unauthorized visitors creating disturbance or otherwise interfering with the peaceful enjoyment of lessees on Authority property shall be removed.
3. Unauthorized visitors destroying, defacing, or removing Authority property shall be removed and/or criminal enforcement actions shall be taken.
2. With regards to foregoing rules and regulations, the Housing Officer is hereby authorized to give criminal trespass warning notices to any persons found in violation of said rules or regulations; i.e., to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators with the assistance of Authority personnel, when appropriate.
3. The Housing Officer will follow up with the Authority to obtain confirmation on all trespass warnings that are issued in order that the warnings can be initialed by the Program Manager.
4. The City, through its police officers, is hereby empowered to enforce the following Authority rule and regulation:

The tenant and any visitors to Authority property and premises shall refrain from, and shall cause their household to refrain from parking vehicles in any area other than parking areas designated by the Authority management.

With regard to the foregoing rule or regulation, the City's police officers are hereby authorized to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to established City procedure for impounding vehicles.

5. The City, through its police officers, is hereby empowered to enforce such additional Authority rules and regulations, issue Lease Violation Notices, and perform such other duties as shall be specified in any addenda, attached hereto or incorporated herein, now or in the future, which is mutually agreed upon between the Authority and the City.
6. Nothing herein contained shall be construed as permitting or authorizing police officers to use a method or to act in any manner in violation of law or of their sworn obligation as police officers.

ARTICLE III

Terms of Contract

1. This contract shall continue in force from the beginning date specified and approved by the City and the Authority in this Contract until such time as the funds currently allocated for Supplemental Police Services are exhausted. There shall be no additions or reductions to this amount, except as provided in Article IV. This contract shall expire on September 30, 2015 or when the funds currently allocated for Supplemental Police Services are exhausted, whichever occurs sooner.

ARTICLE IV

Compensation to the City

1. All compensation to the City will be made on a cost reimbursement basis. The Authority will reimburse the City for services specified in this contract and the City shall bill for its services as follows:
2. The City agrees to bill the Authority monthly for wages and fringe benefits for the officer assigned to provide supplemental police services at Spencer Towers, Sunset Heights, Lincoln Homes, Cascade Garden, 3rd & 11th Street Townhomes, Lynden Lane, and Douglas Park Place including time spent meeting at the Main Office with Authority management. The Authority agrees to pay the City monthly (prior to the 15th day of the month) for the services rendered by the police department for the previous month.
 1. The City recognizes that there will be times when the Housing Officer won't be available to be designated to Housing Authority duties, therefore a total of \$46.01 will be deducted from each bi-monthly billing to offset any period of time that the Housing Officer is not specifically designated to Housing Authority duties.
3. All expenses for training and associated travel shall be paid directly by the Authority when the officer's attendance is requested, recommended, endorsed, or required by the U.S. Department of Housing and Urban Development or the Authority. The Authority shall be responsible for reimbursing the officer's time for routine police or technical training provided or required by the State of Illinois or City when the training is mutually agreed upon between the Chief of Police and the Executive Director of the Authority.

4. The Authority agrees to reimburse the City for off-duty appearances for the officer assigned based on actual court appearances arising out of their duties related to this contract. The rate of pay shall be established by the contract between the City and the Fraternal Order of Police.

ARTICLE V

Termination of Notice

1. Either the City or the Authority may terminate this Contract upon the provision of thirty (30) days written notice to the other party. Such notice shall be delivered by Certified Mail, return Receipt Requested, to the address specified below.
2. Any notices required pursuant to the terms of this Contract shall be sent by United States Certified Mail to the principle place of business of each of the parties hereto, as specified below:

Authority: Executive Director
 Housing Authority of the City of Rock Island
 227 – 21st Street
 Rock Island, IL 61201

City: Chief of Police
 Rock Island Police Department
 316 – 16th Street
 Rock Island, IL 61201

ATTEST:

Susan Anderson
Executive Director
Rock Island Housing Authority

City Manager
City of Rock Island